

REMARKS

Claims 1, 23, 56, 65, 72, 94, 127, and 136 have been amended. Claims 1-142 are pending.

CLAIM REJECTIONS—35 U.S.C. § 102

The Office Action rejected Claims 1-17, 19, 22-49, 51, 55-64, 72-88, 90, 93-120, 122, and 126-135 under 35 U.S.C. §102(e) as being anticipated, allegedly, by Ginter et al., U.S. Patent Application Publication 2004/0133793 (“Ginter”). The rejections are traversed.

As amended, Claims 1, 23, and 56 all require that a management system receive a software license-related inquiry **over a network from a browser**. Additionally, these claims all require that the management system send license terms over a network to a licensing host that communicates with a set of software and enforces the license terms relative to the set of software. Ginter does not disclose, teach, or suggest such features. Indeed, a search for the word “browser” in the complete text of Ginter yields no results. Ginter’s approach therefore differs from the techniques recited in Claims 1, 23, and 56.

Therefore, Ginter does not disclose, teach, or suggest the features of Claims 1, 23, and 56 discussed above. Consequently, Claims 1, 23, and 56 are patentable over Ginter under 35 U.S.C. § 102(e).

By virtue of their dependence from Claim 1, Claims 2-17, 19, and 22 inherit the features that are distinguished from Ginter. By virtue of their dependence from Claim 23,

Claims 24-49, 51, and 55 inherit the features that are distinguished from Ginter. By virtue of their dependence from Claim 56, Claims 57-64 inherit the features that are distinguished from Ginter. Therefore, Claims 2-17, 19, 22, 24-49, 51, 55, and 57-64 are also patentable over Ginter under 35 U.S.C. § 102(e).

Claims 72-88, 90, 93-120, 122, and 126-135 recite computer-readable media bearing instructions for performing the methods of Claims 1-17, 19, 22-49, 51, and 55-64, respectively. Therefore, Claims 72-88, 90, 93-120, 122, and 126-135 are also patentable over Ginter under 35 U.S.C. § 102(e).

CLAIM REJECTIONS—35 U.S.C. § 103

The Office Action rejected Claims 18, 20-21, 50, 52-54, 65-71, 89, 91-92, 121, 123-125, and 136-142 under 35 U.S.C. §103(a) as being unpatentable, allegedly, over Ginter. The rejections are traversed.

As amended, Claim 65 requires that a management system receive a software license termination request **over a network from a browser**. Additionally, these claims all require that the management system send license terms over a network to a licensing host that communicates with a set of software and enforces the license terms relative to the set of software. Ginter does not disclose, teach, or suggest such features. Indeed, a search for the word “browser” in the complete text of Ginter yields no results.

Additionally, among other features, Claims 18, 50, and 65 recite “updating said quota parameter based, at least partially, upon said refund amount.” The Office Action acknowledges that Ginter does not disclose, teach, or suggest this feature.

Instead, the Office Action reasons that giving customers refunds for unused portions is (allegedly) an old and well-established business practice, and that, therefore, one of ordinary skill would have found it obvious to modify Ginter’s approach to incorporate the features of Claims 18, 50, and 65.

The Office Action admits that Ginter does not disclose receiving a request to terminate a license as recited in Claims 18, 50, and 65. Even if it was well known for a business to give a customer a refund for an unused portion of an item that the customer had purchased, it is **not** a well known or accepted practice, even today, to give a customer a refund **after the customer has requested the termination of a license for a set of software**. Even present-day software companies will **not** give refunds, partial or otherwise, when licenses to use their software are terminated. If the Examiner can cite even one example of a business that gives a refund when a customer has terminated his license to use software licensed by that business, Applicants would be interested in hearing about it. Until such an example is provided, Applicants will continue to maintain that it would **not** have been obvious, at the time of the filing of the present application, for a business to give a customer a refund after the customer has requested the termination of a license for a set of software. Applicants respectfully contend that such a practice is unheard of, even today, in the software industry.

The fact that the refund practice is well-known in the retail industry, where use licenses are not granted or enforced in the normal course of business, cannot and should not be used to infer, logically, that the same refund practice would have been obvious in the software industry, in which that refund practice never has been employed. As is described in the present application, a “long-felt need” for a remedy to shortcomings in the licensing practices of the software industry **continues to exist**. This “long-felt need” is evidence that stands in rebuttal of the Office Action’s conclusion of obviousness.

Therefore, Claims 18, 50, and 65 are patentable over Ginter under 35 U.S.C. § 103(a). By virtue of their dependence from Claim 18, Claims 20 and 21 incorporate the features that are distinguished from Ginter. By virtue of their dependence from Claim 50, Claims 51 and 52 incorporate the features that are distinguished from Ginter. By virtue of their dependence from Claim 65, Claims 66-71 incorporate the features that are distinguished from Ginter. Therefore, Claims 20, 21, 51, 52, and 66-71 are also patentable over Ginter under 35 U.S.C. § 103(a).

Claims 89, 91-92, 121, 123-125, and 136-142 recite computer-readable media bearing instructions for performing the methods of Claims 18, 20-21, 50, 52-54, and 65-71, respectively. Therefore, Claims 89, 91-92, 121, 123-125, and 136-142 are also patentable over Ginter under 35 U.S.C. § 103(a).

CONCLUSION

The Applicants believe that all issues raised in the Office Action have been addressed and that allowance of the pending claims is appropriate. Therefore, the Applicants respectfully request that a timely Notice of Allowance be issued in this case.

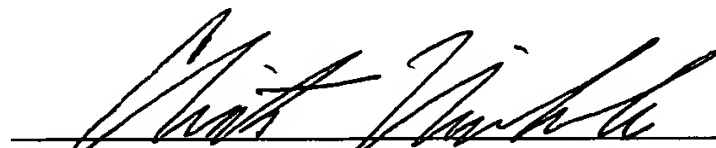
The Examiner is invited to telephone the undersigned at (408) 414-1080 to discuss any issue that may advance prosecution.

To the extent necessary, the Applicants petition for an extension of time under 37 C.F.R. § 1.136. The Commissioner is authorized to charge any fee that may be due in connection with this Reply to our Deposit Account No. 50-1302.

Respectfully submitted,

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on 6/8/06 by Annette Valdivia
(Date) (Signature)